

AMENDED AND RESTATED SERVICES AGREEMENT

This Amended and Restated Services Agreement (the “*Agreement*”), has been made and entered into as of March 29th, 2019 (the “*Effective Date*”), by and between Clinton Group, Inc., a Delaware corporation (“*Clinton*”), and GlassBridge Enterprises, Inc. f/k/a Imation Corp, a Delaware corporation (“*GlassBridge*”) (each a “*Party*” and collectively the “*Parties*”).

WHEREAS, the Parties entered into that certain Services Agreement (the “Original Agreement”) as of February 27, 2017 whereby GlassBridge engaged Clinton to provide certain services to GlassBridge;

WHEREAS, the Parties desire to enter into this Agreement to amend and restate the terms and conditions of the Original Agreement to provide for an expansion of the services to be provided by Clinton to GlassBridge under that Original Agreement;

WHEREAS, GlassBridge desires to contract for the provision of certain Services (as defined below) and GlassBridge has determined that the best available option for the provision of such Services during the Initial Term (as defined below) is to engage Clinton to provide certain Clinton employees to deliver such Services; and

WHEREAS, the Parties desire to enter into this Agreement to provide for the provision by Clinton to GlassBridge of certain Clinton employees to deliver the Services subject to the terms and conditions hereof and as more particularly described herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged by the Parties, each Party, intending to be legally bound, agrees as follows:

1. Services Arrangement

(a) Subject to the terms and conditions of this Agreement, Clinton agrees to provide the following services (collectively, the “*Services*”):

(i) to make available for an amount of time during the normal business hours of GlassBridge sufficient to diligently and faithfully perform their duties to GlassBridge: (A) an employee of Clinton to serve as Chief Executive Officer of GlassBridge (the “*CEO*”) and any subsidiary of GlassBridge designated by GlassBridge from time to time, and provide such services and perform such duties as are customary to such position (the “*CEO Services*”); (B) an employee of Clinton to serve as Chief Operating Officer of GlassBridge (the “*COO*”) any subsidiary of GlassBridge designated by GlassBridge from time to time, and provide such services and perform such duties as are customary to such position (the “*COO Services*”); (C) an employee of Clinton to serve as Chief Financial Officer of GlassBridge (the “*CFO*”) and any subsidiary of GlassBridge designated by GlassBridge from time to time, and provide such services and perform such duties as are customary to such position (the “*CFO Services*” and together with the CEO Services and the COO Services, the “*Executive Services*”) and (D) other employees of Clinton to manage certain business functions as deemed necessary (the “*Management Employees*” in the sole discretion of Clinton (collectively with the Executive Services, the “*Management Services*”);

(ii) to provide to GlassBridge’s subsidiary GlassBridge Asset Management, LLC, a Delaware limited liability company (“*GBAM*”), the “*Services*” as defined in that certain Services Agreement, dated as of the Effective Date, by and between Arrive I LLC, a Delaware limited liability